

## Your Hardware Warranty

### Anki One (1) Year Limited Warranty – Anki DRIVE

#### HOW CONSUMER LAW RELATES TO THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, ANKI DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR SALES CONDUCTED WITHIN THE EUROPEAN UNION YOU HAVE, UNDER APPLICABLE NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS, LEGAL RIGHTS THAT ARE NOT AFFECTED BY THIS WARRANTY. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

#### WARRANTY LIMITATIONS THAT MAY AFFECT CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. ANKI DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, ANKI LIMITS, TO THE EXTENT PERMITTED BY LAW, THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT ANKI'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

#### WHAT IS COVERED BY THIS WARRANTY?

Anki warrants the Anki-branded hardware product and accessories contained in the original packaging ("Anki Product") against defects in materials and workmanship when used normally in accordance with Anki's published guidelines for a period of ONE (1) YEAR from the date of original retail purchase by the end-user purchaser ("Warranty Period"). Anki's published guidelines include but are not limited to information contained in technical specifications, user manuals and service communications.

#### WHAT IS NOT COVERED BY THIS WARRANTY?

This warranty does not apply to any non-Anki branded hardware products or any software, even if packaged or sold with Anki hardware. Manufacturers, suppliers, or publishers, other than Anki, may provide their own warranties to you but Anki, in so far as permitted by law, provides their products "AS IS". Software distributed by Anki with or without the Anki brand is not covered by this warranty. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use. Anki does not warrant that the operation of the Anki Product will be uninterrupted or error-free. Anki is not responsible for damage arising from failure to follow instructions relating to the Anki Product's use.

This warranty does not apply: (a) to consumable parts, such as batteries, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with another product; (d) to damage caused by accident, abuse, misuse, liquid contact, fire, earthquake or other external cause; (e) to damage caused by operating the Anki Product outside Anki's published guidelines; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Anki or an Anki Authorized Service Provider ("AASP"); (g) to an Anki Product that has been modified to alter functionality or capability without the written permission of Anki; (h) to defects caused by normal wear and tear or otherwise due to the normal aging of the Anki Product, or (i) if any serial number has been removed or defaced from the Anki Product.

## YOUR RESPONSIBILITIES

Before receiving warranty service, Anki or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Anki's procedures for obtaining warranty service.

Following warranty service, your Anki Product or a replacement product will be returned to you as your Anki Product was configured when originally purchased, subject to applicable updates. You will be responsible for adding any embellishments reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this warranty.

## WHAT WILL ANKI DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a valid claim to Anki or an AASP, Anki will, at its option, (i) repair the Anki Product using new or previously used parts that are equivalent to new in performance and reliability, (ii) replace the Anki Product with a product that is at least functionally equivalent to the Anki Product and is formed from new and/or previously used parts that are equivalent to new in performance and reliability.

Anki may request that you replace certain user-installable parts or products. A replacement part or product, including a user-installable part that has been installed in accordance with instructions provided by Anki, assumes the remaining warranty of the Anki Product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you.

When a product or part is replaced or a refund provided, any replacement item becomes your property and the replaced item becomes Anki's property.

## HOW TO OBTAIN WARRANTY SERVICE

You may wish to access and review the online help resources at [www.anki.com/support](http://www.anki.com/support) before seeking warranty service. You may also contact an Anki representative or, if applicable, an AASP, using the information provided below. An Anki representative or AASP will help determine whether your Anki Product requires service and, if it does, will inform you how Anki will provide it.

Anki Service and Support can be contacted in the following ways:

Online: [www.anki.com/support](http://www.anki.com/support)

Email: [support@anki.com](mailto:support@anki.com)

Phone:

### **US and Canada**

(877) 721-2654 (ANKI)

### **UK**

+44 800 808 5701 (toll free)

+44 1236 222054

## WARRANTY SERVICE OPTIONS

Anki will provide warranty service through one or more of the following options:

(i) Mail-in service. To receive mail-in warranty service, you must first contact Anki Service and Support for eligibility and to obtain a Return Merchandise Authorization (RMA) number.

(ii) Do-it-yourself (DIY) parts service. Anki-sanctioned DIY parts service allows you to service

your own ANKI Product. Anki is not responsible for any labor costs you incur relating to DIY parts service.

Detailed instructions for these options can be found at [www.anki.com/support](http://www.anki.com/support) or by contacting Anki Service and Support and Service at the telephone number listed above.

Anki reserves the right to change the method by which Anki may provide warranty service to you, and your Anki Product's eligibility to receive a particular method of service. You may be responsible for shipping and handling charges depending on your location and the date of purchase. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Anki may repair or replace products and parts with comparable products and parts that comply with local standards.

#### LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANKI IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE ANKI PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE ANKI PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. ANKI DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY ANKI PRODUCT UNDER THIS WARRANTY OR REPLACE THE ANKI PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED ON THE ANKI PRODUCT.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## PRIVACY

Anki will maintain and use customer information in accordance with the ANKI Customer Privacy Policy available at [www.anki.com/privacy](http://www.anki.com/privacy).

## GENERAL

No Anki reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This warranty is governed by and construed under the laws of the country in which the Anki Product purchase took place. Anki is identified at the end of this document according to the country or region in which the Anki Product purchase took place. Anki may restrict warranty service to the country where Anki or its Authorized Distributors originally sold the Anki Product. Anki or its successor in title is the warrantor under this warranty.

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Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.